05-44481-rdd Doc 8100-1 Filed 05/17/07

Entered 05/30/07 15:30:14 Invoices Pg 1 of 59 Invoice No 000003516N



www.DeringerNey.com

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON **EL PASO TX 79906** USA

Duplicate Copy

SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON **EL PASO TX 79906** USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer	PO Number	Invoice Date	Terms		FOB	Ship Via		Sales Person
5500	23828	07/07/2005	NET 30	BLO	OMFIELD	CENTRAL TRANSP	ORT	003
Item	Part	/ Description / Deta	ails		Quantity	Unit Price	Ext	ended Price
000001		M (MULTI-BUTTON DRO D GRAY N03645 Sh	000 U/M EA I)NEY D* ip Date: 07/07/2005 BOL No.	1436	9,408.00000	1.22820		11,554.91
	Frm Please pay b	alance due by Su	nday August 7, 2005.		Total	Item Price Shipping Insurance		11,554.91 0.00 0.00
	Late Paymo	ent charge maybe	deducted if paid within Terms.		Ar	al Inv Price mount Paid alance Due Late Charge	\$ 11,554.9 \$ 11,159.7 \$ 395.7 \$ 369.7	
					Total Due	w/ late Charge		\$ 764.90



Customer No/Ship To: 001796-0001 Sales Order Shipper



DERINGER-NEY INC. Ney Inc.

Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON EL PASO TX 79906

USA

Ship Da	Salesman:	tomer PO	Sales Order	# of	Weight	Ship VIA		Bill of	Lading	FOB
07/07/20		0023828	000564-01	Boxes 14	180.00	CENTRAL TRANS	PORT		1436	OUR PLANT
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			NEY Inc.							
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	Lot/SN(s)	45994GRD2	Q A Supe 57 Qty		00000					9,408.00000
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21.7 U p. 7 200 05-44481-rdg 0. Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pq 3 of 59

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems 5820 Delphi Drive

Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA AVENIDA DE LAS INDUSTRIAS 4909 CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO**

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Vendor No: 1008126 DUNS No: 005073895

Payment Terms: 3 ZMN28

Payment settled on 2nd, 2nd Month

Incoterms:

Item No. Material No. ** Description

00010 25353201

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Notes:

Fax: 248-813-4577

Contact Address:

HT01 DELPHI E & C CHIHUAHUA

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive,

TROY MI 48098-2815

Date and Time Printed: 03/16/2004 14:44:24

11/89/26ช505±44481-rdd ช2 Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 4 of 59

_Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

01/08/2003

Item No. Material No. 1 Description

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposeswill be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit 11/03/05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 5 of 59

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC. 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. Description

Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keci to Tony McMillian. Jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 6 of 59

INV # 35/6N

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05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14

Invoice No 000003529N



Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON **EL PASO TX 79906** USA

Duplicate Copy

SHIPPED TO ADDRESS: **DELPHI C -CHIHUAHUA CROSS DOCK**

CISCO 34065 32 CELERITY WAGON **EL PASO TX 79906** USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms		FOB	Ship Via	Sales Perso
550023828	07/08/2005	NET 30	BLOC	OMFIELD	FREIGHT COLLE	CT 003
item F	art / Description / Details			Quantity	Unit Price	Extended Price
C729 /NE Shipper N	SM (MULTI-BUTTON)NE YORO D GRAY	Y D*	o. ВАХ 80550993	4,704.00000 35	1.22820	5,777.4
Frm				Total	Item Price	5,777.4
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Please pa	y balance due by Sunda	y August 7, 2005.			0.00	
Late Pay	ment charge maybe dec	lucted if paid within Terms		Tota	\$ 5,777.4	
				An	nount Paid	\$ 5,579.88
				Ва	lance Due	\$ 197.5
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				Total Due	w/ late Charge	\$ 382.4
				•		

05-44481-rdd Doc 8100-1 Filed 05/17/07

lled 05/17/07 Entered 05/30/07 15:30:14 Invoices
Pg 9 of 59 Invoice No 000003529N



Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Duplicate Copy

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO TX 79908 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Involce Date	Terms	FOB		Ship Via	Sales Po	ersor
550023828	07/08/2005	NET 30	BLOOMF	IELD	FREIGHT COLLEC	CT 003	3
item 8	art / Description / Details			Quantity	Unit Price	Extended Prior	Ce
C729 /NE Shipper I	.SM (MULTI-BUTTON)NE YORO D GRAY	Υ Ο,	BAX 805509935	4,704.00000	1.22820	5,77	77.45
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05-44481-rdd Doc 8100-1 Filed 05/17/07 **Striped 05/60**/07**155**(30:1**M0366**) voices

New York.

New York Industrial Park
Pg 10 of 59

Customer No/Ship To: 001796-0

Customer No/Shlp To: 001796-0001

Sales Order Shipper

DERINGER-NEY INC.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON EL PASO TX 79906

USA

	Salesman: 003						
Ship Date	e Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	FOB
07/08/200	03 550023828	000564-01	7	95.000	FREIGHT COLLECT	BAX 805509935	OUR PLANT
Item	Part / Description	on / Detalls		,			Ship Qty
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ii/ ພວ/ ເບບ 05-44481-rdd ບວ Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 11 of 59

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systoms 5820 Delphi Drive

Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAIIUA AVENIDA DE LAS INDUSTRIAS 4909 CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO**

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN 1L 60060-4448 Requirements Contract Date Issued PO Number 01/08/2003 550023828 Version 03/16/2004 14:44:24

Vendor No: 1008126 DUNS No: 005073895

Payment Terms: 22MV2 Payment settled on 2nd, 2nd Month

HT01 DELPHI E & C CHIHUAHUA

Licoternsi FOB-Freight 128

Item No. Material No. 1981 1881 1881 1881 1881 Description

00010

Notes:

25353201

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN
TITIS AMENUMENT EXTENDS ITEM
THIS AMENUMENT CHANGES VALIDITY & PRICE

1 A STATE OF THE PROPERTY I	CHANGES AUTIDIT I OF LV	ICB			
Valld From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	asu	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	2,143.20	1,000	PĈ
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McMillian, Tony

Phone: 248-\$13-435\$

Fax. 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive,

TROY MI 48098-2815

Date and Time Printed. 03/16/2004 14:44.24

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version Date Issued 01/08/2003

03/16/2004 14:44:24

Ilem Not Material No.

Description

Rlant

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menio Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form atternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electionic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of his Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

~******

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pq 13 of 59

_Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-2448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. Description

Notes Conditied:

of the Buyer, (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation bersunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its eroployees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 14 of 59 IN V# 3529N 8602425688 PAGE 01/01 SCAPSPATE SUPPORT GROUP 40 EXCHANGE 1-800-CALL-BAX LOBAL BATE CI WIG FOR INFORMATION OR THE DHIGIN DEST, SOHT CODE BAX OFFICE NEAREST YOU ADS 509 935 3/05 BOL CONSIGNEE'S REFERENCE NO. 3 BENVICE PPERS REFERENCE NO SHIPPER'S ACCOUNT NO. CONSIGNEE'S ACCOUNT NO. 103663 5500003848 362200451 GUARANTEED SERVICES DEPT/ILOOP DEPT/FUXOR CALL YOUR DEP PHI (- CHINUA HUA CAUS DOCIC LOCAL BAX STATION INGER NEY 10 (CONSIGNEE NAME) PHONE HC. HAME PHONE NO. Guarantead ZEONOP First Arrival (EMR 1) 615100 NATALIC -242-2281 THOIMUK Guaranteed OALSS ACCUPATE STREET WAYNESS (BAX CANNOT DELIVER TO A P.O. BOX) L Overnight (EMR 2) JUGLAS ST (CAMITY WAGON Guarantood Airport-to-Airport STATE IN INCOURTED! CITY STATE PASO 79906 EI. (EMA 3) OMFIELD 06002 CT TAP INCOUNEDIT Guarantoad 2nd Day (ER2 0) BILLINGINEGRIMATION CONTROL OF THE PROPERTY OF THE STATE STATE OF THE STATE O PEPAID HOLD YACHUTAE SPECIAL DANGEROUS CONVENTION AT BAX 00000 DELIVERY DELIVERY THAFEA! CLIM HEGETALD IPAN A HOMANICE SPECIAL INSTRUCTIONS / ADDITIONAL REFERENCE INFORMATION; RAYE QUOTE NUMBER STANDARD SERVICES COLLECT OVERNIGHT CARLINGON (NOT GOOD) 3RD PARTY WOST NO REDUCT SECOND-DAY BAXSAVER M P41 (- M414UA 4JA NEXT FUORT TOTAL PCS. TOTAL WIL AEWEIGH ソナひと ean plobal wall colleg onathered greek have payable diay to the supped for the value of the ooden in the mutile began AVAILABLE 0.0. SKIDIS) SAID TO CONTAIN _ NO OF PIECES RELEASE A TUCHITY THE THE MAN THE OF THE STRONG WE WORKED OTHER SIGNATURE X DELLACITY SERVITORS TO ALL CONDULINE DA MEASURE DE LHIZ ATOE DECLARED VALUE "POR BEX GLOBAL USE ONLY RECEIVED BY BAX AT CHARGES ACYANCED PRO NUMBER CARRIER HAME 805 509 935 OUTSIDE SHIPPER'S DOOR THE TAY OF WELL THOUSANDS THE STANDARD CARRIER: BAX TERUINAL nertify that this carge does not contain any unauthorized explosives, incendiagles of hazardous materials. I consent to a search of this carge, I am aware that this endorsement and original signature, along that stipping documents will be relained on the for at least thirty days TRIPINAS DATE 7/8/08 PER / REPRESENTATIVE SIGNATURE: SIGN NAME X PRINT NAME X . -RECEIVED BY BAX GLOBAL DRIVER / AGENT IN COLGOTAL DESCRIPTION OF CHECKEN MATERIA PHOTO ON 602 Shipper must sign this bill and produce the proper identification. One novernment Signature 1300 per 30 - 2 20 - 3 leaved of photo ID is acceptable. If this example be furnished the FAX requires 2 vame 240 paramet 10 reviewed forms of 10, one of which must be government is sucul, non-photo. Non the griable Autiff Of no unheasts 1 דטו חש סוטום לחלייו. א Conditions of Carriage On Roverse Side CAEZ DIO IN OADER TO EXPEDITE, SHIPMENT MAY BE DIVERTED TO MOTOR OR OTHER CARRIER AS PER TARIFF RULE UNLESS SHIPPER GIVES OTHER INSTRUCTIONS HEREON. 11-011 MONHMEGOTIABLE AIRBILL SUBJECT TO TERMS AND CONDITIONS OF CONTRACT DY REVERSE STOR SHIPPER COPY

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05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14

Invoices

83/22/288



Pg 15 of 59
Shipping List N03663

Customer No/Ship To: 001796-0001

Sales Order Shipper

DERINGHE, NEV INC.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906**

USA

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05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Pg 16 of 59,

Invoice No 000003573N



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone...........: 860-242-2281
Fax..........: 860-242-5688
Billing Inquiry......: 847-566-4100
www.DeringerNey.com

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON **EL PASO TX 79906 USA**

SHIPPED TO ADDRESS: **DELPHI C - CHIHUAHUA CROSS DOCK**

Duplicate Copy

CISCO 34065 32 CELERITY WAGON **EL PASO TX 79906** USA

Phone (015)783-4700

Fay (915)783-4737

Sales Order: 000564

Phone (915)783-4	1700 Fax (915)783-4737	Sales Order: 00	0564			
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Please pay balance due by Thursday August 11, 2005.					Insurance		0.00
Late Paym	ent charge maybe dec	lucted if paid within Terms.		Tota	al Inv Price	\$	25,585.86
				An	nount Paid	\$	24,710.92
				Ва	alance Due		\$ 874.94
					Late Charge		\$ 818.75
				Total Due	w/ late Charge	;	\$ 1,693.69

Ney Inc. Ney Industrial Park Bloomfield, CT 06002-3619 USA Phone......: 860-242-281 Fax.....: 860-242-5688 Billing Inquiry....: 847-566-4100 www.DeringerNey.com

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14. Invoices Ney Inc. Ney Industrial Park Pg 17 59 pping List N03709

Customer No/Ship To: 001796-0001 Sales Order Shipper



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON EL PASO TX 79906

USA

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	NEY Part No. 01279	93						
		NEY	Inc.					
			XIII		2 11/07/2005			
		Q A S 994GRD262 Q1 994GRD263 Q1		2.00000				20,832.00000
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_Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems 5820 Delphi Drive

Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA

AVENIDA DE LAS INDUSTRIAS 4909

CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS

MEXICO

DERINGER-NEY INC 1250 TOWN LINE RD

MUNDELEIN IL 60060-4448

Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003

Vendor No: 1008126 DUNS No: 005073895

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight/Collect

Item No. Material No. Description ...

00010

25353201

HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

Two I I was a second of the way

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive,

TROY MI 48098-2815

Date and Time Printed: 03/16/2004 14:44:24

11/ช9/2ชช905<u>า444</u>81-rddb๒4**๑๐**๑8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Pg 19 of 59

Invoices

_ Energy & Chassis Systems

Page 2 of 3

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DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

Date Issued 01/08/2003

03/16/2004 14:44:24

Item No. Material No. 7 Description

Plant

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # ---

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC. 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. / Material No.

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Notes Continued:

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Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier. Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Afteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10), kam

(Signature of Consignor)

CARRIER

PER

The issue of this Bill of Lading, the property described above in apparent good urder, except as noted (contents and condition inch said carrier (the word carrier being understood throughout this contract as meaning any person or corporation or yet as aid deathcation, it is not selected to deliver to another carrier on this route to said destination. It is destination and as to each party at any time interested in all or any of said property; that every service to warning classification on the cate of shipmont.

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DATE

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*Mark with "X" to designate Hezardous Material as defined in Title 49 of the Code of Federal Regulations.

Subject to NMFC 100/CTI-100 and 49 USC 14706 and DOT 49 CFR 370

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DERINGER-NEY INC.

ON BLOOMFIELD, CT

SUM NEY INDUSTRIAL PARK (860) 242-2287

05-44481-rdd Doc 8100-1 Filed 05/17/07

Entered 05/30/07 15:30:14

Pg 23 of 59 Invoice No 000003574N

www.DeringerNey.com

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON **EL PASO TX 79906 USA**

SHIPPED TO ADDRESS:

DELPHI C -CHIHUAHUA CROSS DOCK

Duplicate Copy

CISCO 34065 32 CELERITY WAGON **EL PASO TX 79906** USA

Phono (015)783,4700

Fay (015)783-4737

Sales Order: 001666

1 110110 (510)70	3-4700 Fax	(915)783-4737	Sales Order: 00	01666		
Customer PO Number	Invoice Date	Terms		FOB	Ship Via	Sales Perso
550069680	07/12/2005	NET 30	BLO	OMFIELD	CENTRAL TRANSP	ORT 003
Item	Part / Description / Details	- -		Quantity	Unit Price	Extended Price
Shipper	DIESEL MULTIBUTTON	U/M EA NEYD* Date: 07/12/2005 BOL No	. 1441	1,280.00000	1.70960	2,188 29
Frm				Total	Item Price	2,188.29
					Shipping	0.00
Please p	ay balance due by Thur	sday August 11, 2005.			Insurance	0.00
Late Pa	yment charge maybe d	educted if paid within Terms.		Tota	al Inv Price	\$ 2,188.29
				Ar	nount Paid	\$ 1,546.44
				В	alance Due	\$ 641.85
					Late Charge	\$ 70.03
				Total Due	w/ late Charge	\$ 711.88

05-44481-rdd Doc 8100-1

New New New Plic Pric Park

Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 24 Sipping List N03710

Customer No/Ship To: 001796-0001 Sales Order Shipper



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON EL PASO TX 79906

USA

Ship Da	ete Cus	tomer PO	Sales Order	# of Boxes	Weight	Ship VIA		Bill of Lading	FOB
7/12/2	005 55	0069680	001666-00	2	35.000	CENTRAL TRANS	PORT	1441	OUR PLANT
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11/09/2005 13:09

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PAGE 11/12

DELPHI

_Energy & Chassis System

Page 1 of 2

Buyer: DELPHI

ENERGY & CHASSIS SYSTEMS

5820 DELPHI DR TROY MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA

AVENIDA DE LAS INDUSTRIAS 4909

CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110

MEXICO

DERINGER-NEY INC 2 DOUGLAS ST

NEY INDUSTRIAL PARK

BLOOMFIELD CT 06002-3690

Requirements Contract

PO Number 550069680

Version

01/27/2005 11:54:36

Date Issued

01/27/2005

Vendor No: 1010951 DUNS No: 126011431

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Plant

of Chamber

Item No. Material No.
Description

00010

25342895

HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN

 Valid From
 Valid To
 Currency
 Price
 Price Unit
 UOM

 01/01/2004
 12/31/2005
 USD
 1,677.60
 1,000
 PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Purchasing Conduct, WeMirliam, Tony

Phone: 248-813-4358

Pax: 248-813-4577

Contact Address:

DELPHI ENERGY & CUASSIS SYSTEMS 5725 Delphi Drive.

108 01 2005

TROY MI 48098-2815

Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14

Invoises 12/12

11/09/2005 13:09

8602425688

Pg 26 of 59

Energy & Chassis Systems

Page 2 of 2

DERINGER-NEY INC 2 DOUGLAS ST NEY INDUSTRIAL PARK BLOOMFIELD CT 06002-3690 Requirements Contract

PO Number 550069680 Version

Date Issued 01/27/2005

March Mc

01/27/2005 11:54:36

Item No. Material No. Description

Notes Continued:

Plant

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house BDI capability is a hardship for a supplier providing limited material

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract") A copy of Puyer's Ceneral Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing,

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

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DESINGER-NEY INC NEY INDUSTRIAL PARK BLOOMFIELD, CT 06002

Special Instructions Delivery Trailer: 47-2156 Shipper COD Amount 0.0000

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Ney Inc.

Invoice No 000003627N

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Duplicate Copy

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065 32 CELERITY WAGON EL PASO TX 79906 USA

Phone (915)783-4700

Fax (915)783-4737

Salos Order; 000564

Customer	PO Number	Invoice Date	Terms	1	ОВ	Ship Vla		Sales Person	
5500	23828	07/14/2005	NET 30	BLOO	MFIELD	CENTRAL TRANSF	ORT	003	
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	}					Late Charge		\$ 554.64	
					Total Due	w/ late Charge	\$	1,147.35	
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05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices
Pg 30 of Shipping List N03768

Customer No/Ship To: 001796-0001 Sales Order Shipper

DERINGER-NEY INC.

Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906**

USA

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA		Bill of Lading	FOB
 07/14/200!	5 550023828	000564-01	21	265.00	CENTRAL TRANS	PORT	1446	OUR PLANT
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__ Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems 5820 Delphi Drive Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAIIUA **AVENIDA DE LAS INDUSTRIAS 4909** CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO**

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448

Requirements Contract Date Issued PO Number 01/08/2003 550023828 Version 03/16/2004 14:44:24

Vendor No: 1008126 DUNS No: 005073895

Payment Terms: ZMAY24 6 VCurrency: Payment settled on 2nd, 2nd Month

Incoterms FOB-Freight(Bollect

Item No	ASTACIOL NO.	
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Notes:

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WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McMillian, Tony

Phone: 249 913-435%

Fax: 248-813-4577

Contact Address:

Dillim ENEKOT & Chassis StateMS 5725 Delphi Drive,

TROY MI 48098-2815

Olde and Trial Production 03/16/2004 14:44:24

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ELPH

_ Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD **MUNDELEIN IL 60060-4448** Requirements Contract

PO Number 550023828 Version

Date Issued 01/08/2003

03/16/2004 14:44:24

Item No. Material No. 1 Description

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material,

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit 05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 33 of 59

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. Material No. Description

Plant 👬

Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation bereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier. Seller agrees not to bring any action or claim against Huyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, ilb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 34 of 59

INV# 3627N

This is to certify that the below-named materials in proper condition for transportation according to	are properly classified, described, pack the applicable regulations of the Depe This Shipping Order must t				or in	Shipper No	1446
	CENTRA	7 TKA	1/5 /00	RT	(SCAC)	Date	1/14/05
TO: Consignee DFT PH (- C	- 0 000		EBOM:			INC.	
Consignee DF PH — C On Collect on Delivery shipments, the Street MS — 340 6	letters "COD" must appear before con	nalgneo's neme · ·	or as otherwis	e provided in its	en 430, Sec. 1 UN ISTRIA		60) 242-228
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05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Pg 35 of 59 Invoices



010-129921-3

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05-44481-rdd Doc 8100-1 Filed 05/17/07

Filed 05/17/07 Entered 05/30/.07 15:30:14 Invoice Pg 36 of 59 Invoice No 000003702N



Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

Duplicate Copy

CISCO 34065 32 CELERITY WAGON EL PASO TX 79906 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 001245

Pho	ne (915)783~	4700 Fax (915)783-4737	Sales Order: 0	01245 			
Customer	PO Number	Invoice Date	Terms		FOB	Ship Via		Sales Person
5500	69681	07/20/2005	NET 30	BLO	OMFIELD	CENTRAL TRANSP	ORT 003	
Item	Par	rt / Description / Details			Quantity	Unit Price	Extend	led Price
000001	25160689\\\ WIPER AS PALINEY 6 Shipper No	M S SR/HT	U/M EA ate: 07/20/2005 BOL No	o. 1400	10,080.00000	0.78820		7,945.00
	NEY Part N		0.0.000	. , , , , , ,	,			
	Frm		* * * * * * * * * * * * * * * * * * *		Total	Item Price		7,945.06
						Shipping		0.00
	Please pay	balance due by Friday	August 19, 2005.			Insurance		0.00
	Late Paym	nent charge maybe dec	ducted if paid within Terms.		Tota	al Inv Price	\$	7,945.00
					Ar	nount Paid	\$	3,939.7
					Ва	alance Due	\$	4,005.3
						Late Charge		\$ 254.24
					Total Due	w/ late Charge	\$	4,259.59
	}							
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05-44481-rdd

Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices
Pg 37 Signature 05/30/07 15:30:14 N03851

Customer No/Ship To: 001796-0001 Sales Order Shipper



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906**

USA

	Salesma	n: 003							
Ship Da	ete C	ustomer PO	Sales Order	# of Boxes	Weight	Ship VIA		Bill of Lading	FOB
07/20/2	005	550069681	001245-01	15	190.00	CENTRAL TRANS	PORT	1400	OUR PLANT
Item		Part / Description	on / Details						Ship Qty
	25160689\5 WIPER ASI PALINEY 6 NEY Part N	M SR/HT		U/M EA	SO Iter	m 7, Release 008			
	Lot/SN(:	s) 46074Fl327	Q A Supe			2 · 11/07/2005			10,080.00000
	BILLING TO DELPHI OF COMMENT OF C	(34065) A2LOGISTICS		PARTY	FREIGHT	r			Total 10,080.00000

11/0905-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pq 38 of 59

Energy & Chassis Systems

Page 1 of 2

Buyer:

DELPHI

ENERGY & CHASSIS SYSTEMS

5820 DELPHI DR TROY MI 48098

Requirements Contract

PO Number 550069681

Version

01/27/2005 11:57:05

Date Issued 01/27/2005

Deliver to:

DELPHI E & C - CHIHUAHUA AVENIDA DE LAS INDUSTRIAS 4909

CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS

31110 **MEXICO**

DERINGER-NEY INC 2 DOUGLAS ST

NEY INDUSTRIAL PARK

BLOOMFIELD CT 06002-3690

Vendor No:

1010951

DUNS No:

126011431

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No. Material No.

Description

25160689

01/01/2004

HT01 DELPHI E & C CHIHUAHUA

WIPER ASM

Valid From

Price 788.20

Price Unit 1,000

State of the second

CALLERY SELE

UOM

This Requirement Contract is for 100% unless otherwise specified.

Valid To

12/31/2005

Notes:

00010

This Contract replaces previous contract # ---

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transpertation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company.

Currency

USD

FEB 01 2005

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DEI DIN DENDROY & WITH EGIZ SYSTEMS 5725 Delphi Drive,

TROY MI 48098-2815

Date and Time Printed: 01/27/2005 11:57:05

11/69/205544499 fedd 8 Dog 25:00-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pa 39 of 59

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_Energy & Chassis Systems

Page 2 of 2

DERINGER-NEY INC 2 DOUGLAS ST NEY INDUSTRIAL PARK BLOOMFIELD CT 06002-3690

Requirements Contract

PO Number 550069681 Version

Date Issued 01/27/2005

01/27/2005 11:57:05

Item No. Material No. Description

Plant

Notes Continued:

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Blectronic Data Interchange (BDI). To insure that EDI communicatings are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release. in writing.

requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written former by electronic data interchange, relating to the goods and/or services to be provided by Selfer pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon writen request to Buyer or via the internet at Delphi's website, delphi.com. Selfer acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Selfer accepts this Contract in writing or commences any of the work or services which are the subject of this Contract. Selfer will be deemed to have accepted this Contract and Buyer's General Terms. and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals

Title to goods shall transfer from setter to buyer upon arrival at buyer's consuming plant.

11/7/2005~4:37 PM Trace Results Pro Number: **BOL Number:** Destination: Pieces: Weight: 010-129943-7 1400 1 190 N/A BOL Pickup Date: Est Delivery Date: **Delivery Date:** 07/20/2005 N/A 7/28/2005 Status: Current Location: N/A Delivered (Click image to view Delivery Receipt - if available) DR To view BOL or DR (if available) you must have the latest version of Adobe Acrobat Reader. Click here to download Acrobat Reader.

'n,

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoice Pg 41 of 59

Invoice No 000003717N

Deringer-Ney Inc

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON EL PASO TX 79906 USA SHIPPED TO ADDRESS: DELPHI C -CHIHUAHUA CROSS DOCK

Duplicate Copy

CISCO 34065 32 CELERITY WAGON EL PASO TX 79906 USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer F	PO Number	Invoice Date	Terms		FOB	Ship Via		Sales Person
5500	23828	07/21/2005	NET 30	BLO	OMFIELD	CENTRAL TRANSP	ORT	003
'rem	Part	/ Description / Deta	ails		Quantily	Unit Price	Exte	nded Price
000001	1	I (MULTI-BUTTON PRO D GRAY N03866 Sh	000 U/M EA I)NEY D* ip Date: 07/21/2005 BOL No.	1403	16,800 00000	1.22820		20,633.76
	Frm	MA / 1 W * * * * * * * * * * * * * * * * * *			Total	Item Price		20,633.76
						Shipping		0.00
	Please pay b	alance due by Sa	turday August 20, 2005.			Insurance		0.00
	Late Payme	ent charge maybe	deducted if paid within Terms.		Tota	al Inv Price	\$	20,633.76
					Ar	nount Paid	\$	19,928.16
					Ва	alance Due		\$ 705.60
						Late Charge		\$ 660.28
					Total Due	w/ late Charge	\$	1,365.88

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices

Ney Inc. Pg 42 of 39 IP PING LIST

Customer No/Ship To: 001796-0001 Sales Order Shipper



DERINGER-NEV INC

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906**

USA

hip Da	ate Customer PO	Sales Order	# of Boxes	Welght	Ship VLA		Bill of Lading	FOB
/21/20	005 550023828	000564-01	25	325.00	CENTRAL TRANS	PORT	1403	OUR PLANT
tem	Part / Description	on / Details						Ship Qty
	25353201\03 WIPER ASM (MULTI-BUTTO C729 /NEYORO D GRAY NEY Part No. 012793		U/M EA	SO Iter	m 1, Release 079			
		NEY Inc.		_				
		Q A Supe		Har Co	11/07/2005			
	LovSN(s) 46120GRD2 46120GRD2	79 Qty						16,800.00000
	SHIP VIA CENTRAL TRAN BILLING TO: DELPHI C (34065) C/O DATA2LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-91		PARTY	FREIGHT				Total 16,800,00000
1								

Pq 43 of 59

Invoices PAGE

11/09/2005 13:09

8602425688

ELPHI

___ Energy & Chassis Systems

08/12

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems 5820 Delphi Drive

Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA

AVENIDA DE LAS INDUSTRIAS 4909

CHIHUAHUA-COMPLEIO IND. NOMBRE DE DIOS

31110 **MEXICO**

DERINGER-NEY INC 1250 TOWN LINE RD

MUNDELEIN IL 60060-4448

Requirements Contract Date Issued PO Number 01/08/2003 550023828 Version 03/16/2004 14:44:24

Vendor No: 1008126 DUNS No: 005073895

Payment Terring ZMN24 To W Gurrency USD

Payment settled on 2nd, 2nd Month

Item No. Material No.

00010

25353201

HTO1 DELPKI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN

WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS TIEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valld From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	asu	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian Tony

Phone: 248-813-4358

Fax: 018 813 4577

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DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive, TROY M: 48098-2815

Date and Trac Ported: 03/16/2004 14 44:74

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 8602425688 11/09/2005 13:09

Pa 44 of 59

Invoices 09/12

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828

Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant

This Contract replaces previous contract # ---

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi regulres suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable attindards prior to providing productive material. EDi Certification will be conducted and coordinated by the EDI Competency organization.

An internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Settler acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the Internet at Delphi's website, delphi.com Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or conumences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accopt any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for lation material or everload

In addition, Buyer and Seller will use their best efforts to implement cost seeings and productions improvements in order to reduce seller's costs, with the understanding that such sayings (after financing) will be shared as follows: (1) sayings resulting that requesion in the content of the goods shall be for the benefit InvoicesPAGE 10/12

_. Enorgy & Chassis Systems Page 5 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448

Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No.: Material No. 是是要了。Description

Notes Continued:

of the Buyer, (ii.) If Soller is responsible for the design of the goods, and the price exceeds the price at which Soller was awarded production. all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier. Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10), kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, ilb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10), kam

INU # 3717N

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05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Pg 48 of 59

Invoice No 000003724N



Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON **EL PASO TX 79906** USA

DELPHI C - CHIHUAHUA CROSS DOCK

Duplicate Copy

CISCO 34065 32 CELERITY WAGON **EL PASO TX 79906** USA

SHIPPED TO ADDRESS:

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 001666

Customer	PO Number	Invoice Date	Terms	7	FOB	Ship Vla	Sales Person
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05-44481-rdd

Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices Pg 49 o**Shipping List** N03873



Customer No/Ship To: 001796-0001 Sales Order Shipper



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906**

USA

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http://www.centraltransportiut.com/confirm/trace.aspx

Click here to download Acrobat Reader.

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Pg 51 of 59

Energy & Chassis System.

Page 1 of 2

Buyer: DELPHI

ENERGY & CHASSIS SYSTEMS 5820 DELPHI DR

TROY MI 48098

Requirements Contract

PO Number 550069680

Version

01/27/2005 11:54:36

Date Issued 01/27/2005

Deliver to:

DELPHI E & C - CHIHUAHUA **AVENIDA DE LAS INDUSTRIAS 4909** CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110 **MEXICO**

DERINGER-NEY INC 2 DOUGLAS ST NEY INDUSTRIAL PARK BLOOMFIELD CT 06002-3690 Vendor No: 1010951 DUNS No: 126011431

Payment Terms: ZMN2

Currency: USD

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Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Plant

Item No. Material No. Description

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This Requirement Contract is for 100% unless otherwise specified.

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Notes:

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This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Purchasing Contact: McMillian, Tony Contact Address:

Thone: 248-813-4358

Fax: 248-813-4577

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive, TROY MI 48098-2815

C CHIHUAHUA

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Pq 52 of 59

Invoices 12/12

__Energy & Chassis Systems

Page 2 of 2

DERINGER-NEY INC. 2 DOUGLAS ST NEY INDUSTRIAL PARK BLOOMFIELD CT 06002-3690

Requirements Contract

PO Number 550069680 Version

Date Issued 01/27/2005

01/27/2005 11:54:36

Item No. Material No. Description

Plant

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization,

An internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Notes Continued:

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

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www.DaringerNey.com

Please remit to: Deringer-Ney Inc. 4062 Paysphere Circle Chicago, IL 60674

Customer 001796

Ney Inc.

Bill to:

DELPHI ENERGY & ENGINE MGMT 32 CELERTY WAGON **EL PASO TX 79906** USA

Duplicate Copy

DELPHI C -CHIHUAHUA CROSS DOCK CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906** USA

SHIPPED TO ADDRESS:

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number Involce Date Terms		FC)B	Ship Via		Sales Person		
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Item Part / Description / Details				Quantity Unit Price		Extended Price		
WI C7: Shi	153201\03 PER ASM (MULTI-BUTTO) 29 /NEYORO D GRAY oper No. N03953 SI Y Part No.012793	000 U/M EA N)NEY D* nip Date: 07/26/2005 BOL No.		30,240.00000	1.22820		37,140.77	
Frm			Total Item Price Shipping Insurance			37,140.77 0.00		
Plea	se pay balance due by Ti					0.00		
La	te Payment charge maybo	e deducted if paid within Terms.		Total Inv Price Amount Paid Balance Due			37,140.77 35,870.69 \$ 1,270.08	
					Late Charge		\$ 1,188.50	
				Total Due	w/ late Charge		\$ 2,458.58	

05-44481-rdd Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Invoices

Ney Inc. Pg 55 Dig pping List N03953

Customer No/Ship To: 001796-0001 Sales Order Shipper



Ship to: DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065

32 CELERITY WAGON **EL PASO TX 79906**

USA

Ship Date 07/26/2005 Item 000001 25	550023828	Sales Order 000564-01	# of Boxes	Weight	Ship VIA		Bill of Lading	FOB
îtem		000564 04					om or coung	
		000304-01	45	700.00	CENTRAL TRANS	PORT		OUR PLANT
000001 25	Part / Descriptio	n / Details						Ship Qty
C7	25353201\03 VIPER ASM (MULTI-BUTTC C729 /NEYORO D GRAY JEY Part No. 012793		U/M EA	SO Iter	n 1, Release 080			
		NEY Inc.	X Juo,	referench	2 . 11/07/2005			
	LoVSN(s) 45994GRD2 45994GRD2		14112	.00000				30,240.00000
E ((F	SHIP VIA CENTRAL TRAN BILLING TO: DELPHI C (34065) C/O DATA2LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-91		PARTY	FREIGHT				Total 30,240.00000

11/09/2005 13:09

8602425688

Pq 56 of 59

08/12

DELPHI

_Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems 5820 Delphi Drive

Troy MI 48098

Deliver to:

MEXICO

DELPHI E & C - CHIHUAHUA AVENIDA DE LAS INDUSTRIAS 4909 CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS 31110

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448

Requirements Contract Date Issued PO Number 01/08/2003 550023828 Version 03/16/2004 14:44:24

Vendor No: 1008126 005073895 DUNS No:

Payment Terms: \$2M072 / 18 TerCurrency:

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Col

医克里克氏 医二十二

Item No. Material No. Description

00010

25353201

HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN WIPER ASM-FUEL LVL SEN

= 4.44

THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

5

-1-

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Pax: 248-813-4577

Contact Address:

19. 节. 智

DELPHI ENERGY & CHASSIS SYSTEMS 5725 Delphi Drive.

TROY MI 48098-2815

Date and Time Printed: 03/16/2004 14:44:24

05-44481-rdd 11/09/2005 13:09

Doc 8100-1 Filed 05/17/07 Entered 05/30/07 15:30:14 Pg 57 of 59

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__ Energy & Chassis Systems

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DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Date Issued 01/08/2003

Version

03/16/2004 14:44:24

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # ---

As a supplier to Delphi Energy & Chassis you must use a Delphi

approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release. requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the fine item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC 1250 TOWN LINE RD MUNDELEIN IL 60060-4448 Requirements Contract

PO Number 550023828 Version

03/16/2004 14:44:24

Date Issued 01/08/2003

Item No. * Material No.

Description

Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to

Buyer and Selfer will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian, jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Doc 8100-1

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Invoices

The state of the s

Reorder Form No. 7-45433

This is to certify that the betowinemen meterials ere proberly classified, described, packaged, marked and tohelled, end are in accordance to the Department of Teneportation adoptions to the Department of Teneportation. NIO 1407 Shipper No STRAIGHT BILL OF LADING ORIGINAL - NOT NEGOTIABLE Carrier No. norg rans Dale _ (SCAO) TO: Consignee Cruss Duck Shipper DERINGER-NEY INC. NEY INDUSTRIAL PARK (860) 242-228 Strog Street BLOOMFIELD, CT 06002 US Origin Zip Code Destination Vehicle Number Route Woight (Subject to Correction) No. Kind of Peckaging, Description of Articles, Special Marks and Exceptions ₩ HM Shipping RATE CHARGES COD FEED REMIT C.O.D. TO. ADDRESS TOTAL CHARGES, S 0.0.0 Subject to Section 7 of the conditions, if the shipment is to be delivered to the consigning without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this phipment without contributed the phipment of all others. FREIGHT CHARGES Hen-Where the 1814 is donade Driver's Sign more Only Acknowledges Receipt of Freight ಬರಿಆ೦ ಗ್ರೌರ ಗ್ರೌರ FREIGHT PREPAID Chark Box II Charges are to be shippor except when bex at right is payment of froight and all other charges COCLECT checked SHIPPER MBEL (Signatum of Consignort) Support to the describations and taritis in offect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and contents of posted), marked, consigned, and deathed above which ear contents of packages unknown), marked, contents as meaning any persor or corporative in packages unknown, marked, contents to generate the property under the contract in generate to carry to its uses in the united above which ear described into its order to deliver to deliver the contract is meaning any persor or corporative mutually agreed as to seek estimated in any order to see the standard or the route its said property overall or any person of self toute to destination and of any person of self toute to destination and of any person or self-responding to the property of any time interested in all or thy of said property. This every reason as to seek estimated to any or the following time self-responding self-DERINGER-NEY INC. SMEREE CARRIER PER PEF